**Bruhat Bangalore Mahanagara Palike**

TENDERS FOR THE WORK OF

**Restoration of Road cut portion due to laying UGD pipeline at proposed White Topping Road along 3rd A Cross Road,1st A Main Road and 16th B Cross Road in Ward No.04**

TENDER REFERENCE : BBMP/YNK/EE (Project)/TEND/11/2021-22, Dt: 28/12/2021

| | |
|---|---|
| LAST DATE AND TIME FOR RECEIPT OF TENDER | : 14/01/2022, before 16.00 Hours |
| TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDER | : 17/01/2022 at 11.00 Hours |
| PLACE OF OPENING OF COVER ONE OF TENDER | : Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore – 560 092. |
| TIME AND DATE OF OPENING OF FINANCIAL BID OF TENDER | : 19/01/2022 at 16.30 Hours (if possible |
| PLACE OF OPENING OF FINANCIAL BID OF TENDERS | : Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore – 560 092. |
| ADDRESS FOR COMMUNICATION | : Office of the Executive Engineer Projects division–Yelahanka Zone 2nd Floor, Yelahanka Zonal Osffice B.B.M.P,Bangalore – 560 092. E-mail: eepryz@gmail.com Ph. No. 9480685236 |

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# BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK/EE (Project)/TEND/11/2021-22

Office of the Executive Engir
Projects Division, Yelahanka
Zone, Byatarayanapura,
Bangalore-560 092
Dated: 28/12/2021

## NOTICE INVITING TENDER (NIT)
## SHORT TERM TENDER (TWO COVER SYSTEM)
## (Through GOK e-Procurement Portal Only)

1. The Executive Engineer (Project Division), Yelahanka Zone BBMP invites tenders from el contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD / CPWD / Railways / / National Highway or any state Govt. Organization for the construction of works detailed Table below. The tenderers may submit tenders for the works given in the table throu procurement portal of the Government of Karnataka (viz http:/eproc.karnataka.gov.in). tenderers are advised to note the minimum qualification criteria specified in clause-3 c instructions to Tenderers to qualify for award of the contract as per standard **Tender Docu KW3.**
2. Tender documents may be downloaded from the e-procurement portal of The Governme Karnataka.
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table b Earnest money deposit will have to be in any one of the forms as specified in the Tender docu and shall have to valid for **180 days** beyond the validity of the tender. If the tenderer quotes than the estimate cost, the Difference amount in form of DD payable in the favour of Commissioner, BBMP, Bangalore" should be Scanned furnished along with the tech document at the time of submitting bids and the same has to be Submitted to this office o same date within 4.30 pm.
4. Other details can be seen in the tender documents.
5. Cost of Tender Form will be Non-refundable as per e-Procurement Portal.
6. The Completion Period for the below said works is 09 months (Including monsoon).

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| Sl. No | Name of the projects | Amount put to Tender (Rs. In Lakhs) | EMD |
|---|---|---|---|
| 1 | Restoration of Road cut portion due to laying UGD pipeline at proposed White Topping Road along 3rd A Cross Road,1st A Main Road and 16th B Cross Road in Ward No.04 | 84.40 | As per Govt Order No. FD 675 FIN-12/2020, Bangalore Dt:-22-12-2020 |
| 2 | Providing and Laying 300mm Dia RCC Line in place of Fully damaged 150mm Dia SW line at 3rd A Cross Road, Sharavath Road, 16th B Cross Road (White Topping Road) Yelahanka coming under Yelahanka Newtown S/Stn of AEE N-2 Sub Division | 67.59 | As per Govt Order No. FD 675 FIN-12/2020, Bangalore Dt:-22-12-2020 |

***Time Schedule/Calendar of events:***

| | | | |
|---|---|---|---|
| 1 | Last date & time for Queries (only through online) | : | 13/01/2022 upto 3.00 PM |
| 2 | Date and time of per-bid meeting | : | 13/01/2022 upto 4.00 PM |
| 3 | Last Date & Time for receipt of Tenders | : | 14/01/2022 At 4.00 PM |
| 4 | Opening of Technical bid | : | 17/01/2022 at 11:00 AM |
| 5 | Opening of Financial bid (If Possible) | : | On 19/01/2022 at 4.00 PM if possible |

**Eligibility criteria:**

Class-1 A/ Class-1 contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD/CPWD/ Railways /MES/ any state or Central Govt. Organization having suitable Technical, Financial and managerial capabilities satisfying the following conditions are eligible to apply.

1. The Bidder should have executed and completed successfully within the stipulated period a single work of similar nature contract not less than 50% of tender amount in any of the financial year of **2016-17 to 2020-21**. In support of this, bidder should furnish a certificate duly certified by the competent authority along with Technical Bid. If the Bidder likes to quote for more than one work than the total work done value should be 50% of total intended bidding value.
2. The Tenderer should produce similar nature of Work Done Certificate not less than 50% of the estimated amount.
3. Achieved in at least two financial years a minimum turnover not less than two times the amount put to tender and also considering total amount of tender for which he may be eligible. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
4. Present net worth should be two times the amount put to tender in support of this, the bidder should furnish certificate certified by the Chartered accountant. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
5. The Bidder should own/lease the requisite Machinery / Equipment as per the tender documents.

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6. The bidder shall furnish details of the project on hand.
7. The bids will be evaluated based on the bid capacity. Further a maximum of not m than three works will be allotted to a single bidder also considering the projects hand in conjunction with Para (2).

The Tender is a two cover Tender system consisting of

**TECHNICAL BID**

The Technical Bid should contain EMD, details of technical, financial and managerial capabilities to execute the work as per the requirements in Para 1 to 4 above.

**FINANCIAL BID**

The financial bid should contain only the price bid. For such of those contractors, wh technical bids do not satisfy the eligibility, their financial bids will not be opened and tenders will summarily be rejected.

**TERMS AND CONDITIONS**

- No joint venture / Consortia are permissible.
- Tender forms will be issued only on presenting the pass book (Contrac registration Book) and entries will be made in the pass book at the time of issu tender booklets. Non submission of the tender attracts action as per the condit stipulated in the rules of registration of contractors.
- The successful tenderer will have to execute an agreement with BBMP wi seven days of receipt of intimation, failing which his tender will be reje forfeiting the EMD.
- Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any o the tenders without assigning any reasons.
- Any other details regarding the works and other information can be obtained f the above office during office hours
- GST Shall be paid to the tendered amount separately.

**GENERAL INFORMATION:-**

1. Pre-bid meeting will be held in the office of the **Chief Engineer, Yelahanka Zone, Z Office** to clarify the issue and to answer questions on any matter that may be raised at stage as stated in "Instructions to Bidders" of the bidding document.
2. Tenders must be submitted online through e-procurement portal and the opening of ten will be as per the e-procurement portal guidelines.
3. Aspiring bidders/contractors who have not registered in e-procurement should reg before participating through the website https:/eproc.karnataka.gov.in
4. Before submission of online bids bidders must ensure that scanned copies of all necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-procurement wel **https:/eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-255012 25501216.**
7. This tender notice can also be seen on the BBMP website www.bbmponline.org

**Sd/-**
Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike

***Copy Submitted to:-***

1. The Worshipful Mayor/Deputy Mayor for kind information.
2. The Commissioner for kind information.
3. The Special Commissioner (Project) for kind information.

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4. The Engineer-In-Chief for kind information.
5. The Joint Commissioner (Yelahanka Zone) for kind information.
6. The Chief Engineer (Yelahanka Zone) for kind information.
7. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English

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# SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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# A. General

## 1. Scope of Tender

1.1 The **Executive Engineer, Project Division - Yelahanka Zone** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

## 2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

## 3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. **2016-2017 to 2020-21**

*(a)* achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) **of Rs.170.00 Lakhs**

***(b)* mandating satisfactory completion as a prime contractor for at least one similar Nature of work to an extent of 50% of the cost of the work**

*(c)* executed in any one year, the following minimum quantities of work:[1]

| *Sl No* | *Item* | *Quantity* | *Unit* |
|---|---|---|---|
| *1* | *Earthwork Excavation* | *2266.00* | *Cum* |
| *2* | *Stone Dust* | *2218.00* | *Cum* |
| *3* | *Wet Mix Macadam* | *271.00* | *Cum* |
| *4* | *DLC* | *126.00* | *Cum* |

(d) Deleted.

(e) Deleted

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.( As per list provided in contract Data)

(b) liquid assets and /or availability of credit facilities of not less than **Rs 26.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

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3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if available tender capacity is more than the total tender value. The available tender capacity w calculated as under:

**Assessed available tender capacity = (A*N*1.5 - B)**

where

A = Maximum value of civil engineering works executed in any one year during the last five ye **(updated to 2017-18 Price Level)** taking into account the completed as well as work progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2017-18 Price Level on 10% Weightage per annum**, of Existing Commitments On Going Works to be completed during the next **12 months**.

***Note:*** *The statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of the works listed should be countersig by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they ha

- made misleading or false representations in the forms, statements and attachments submi in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably h tender prices and could not furnish rational justification.

## B. Tender documents

### 4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:
4.2 Both the sets should be completed and returned with the tender.

### 5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents issuing addenda.
5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated writing or by cable to all the purchasers of the tender documents.
5.3 To give prospective Tenderers reasonable time in which to take an addendum into account preparing their tenders, the Employer shall extend as necessary the deadline for submission tenders, in accordance with Sub-Clause 12.2 below.

**Pre-tender meeting:**

5.4 The tenderer or his authorized representative is invited to attend a **pre-bid meeting** which will ta place in the office of the Executive Engineer (Project Division), Yelahanka zonal office on **13/01/2022 @ 16.00 Hours**

5.4.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter th may be raised at that stage

5.4.2 The tenderer is requested to submit any questions in writing or by mail to reach the Employer n later than **13/01/2022 at 15.00 Hours.**

5.4.3 Minutes of the meeting, including the text of the questions raised (without identifying the source enquiry) and the responses given will be transmitted without delay to all purchasers of the tend documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may becor

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necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

5.4.4 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer

## C. Preparation of Tenders

### 6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

**6.1.1 First Cover :**

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

**6.1.2 Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

### 7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### 8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

### 9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) at the following rates.

EMD amount as % of the estimated cost of the work put to tender

a) Upto Rs. 20 Lakhs – 2.50%

b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

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c) Rs. 1 crore and above upto Rs.10 crores – 1.5% subject to minimum of Rs. 2,00,000/-
d) Rs. 10 crores and above – 1% subject to a minimum of Rs. 15,00,000/-

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) sign the Agreement; or
  (ii) furnish the required Security deposit

**10. Format and signing of Tender**

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

## D. Submission of Tenders

**11. Sealing and marking of tenders**

11.1 As per e-procurement portal procedures

11.2

(a) Deleted

(b) Deleted

11.3 Deleted.

11.4 Deleted

**Note:-**

1. **The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.**

**No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer**

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**12. Deadline for submission of the Tenders**

12.1 Tenders must be uploaded through e-portal no later than **16.00 hours on 14/01/2022** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**13. Late Tenders**

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

**14. Modification and Withdrawal of Tenders**

14.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

1 4.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

## E. Tender opening and evaluation

**15. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:**

15.1 19.1 The Employer will open the Technical bid (through e-Proc) of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at 11.00 hours on 17/01/2022 and the place specified earlier. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened.

15.2 Deleted

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

15.5 Deleted[2]

15.6 The Employer will evaluate and determine whether each tenderer (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

**16. Opening of Second Cover of qualified Tenderers and evaluation:**

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the large cover containing the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the

[2] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

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Yelahanka Zone
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specified date of Second Cover opening being declared a holiday for the Employer, the Covers will be opened at the appointed time and location on the next working day.

16.2 Deleted.

16.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts modifications and withdrawals, and such other details as the Employer may consider app will be announced by the Employer at the opening. No Tender shall be rejected at opening.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening, includ information disclosed to those present in accordance with Sub-Clause 16.3.

## 17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tend recommendations for the award of a contract shall not be disclosed to Tenderers or ar persons not officially concerned with such process until the award to the successful Tende been announced. Any effort by a Tenderer to influence the Employer's processing of Ter award decisions may result in the rejection of his Tender.

## 18. Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rat request for clarification and the response shall be in writing or by cable, but no change in th or substance of the Tender shall be sought, offered, or permitted except as required to con correction of arithmetic errors discovered by the Employer in the evaluation of the Ten accordance with Clause 20.

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relatin Tender from the time of the Tender opening to the time the contract is awarded. If the Te wishes to bring additional information to the notice of the Employer, it should do so in writing

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, comparison or contract award decisions may result in the rejection of the Tenderers' Tender

## 19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Ten has been properly signed; and; (b) is substantially responsive to the requirements of the documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, condition specifications of the Tender documents, without material deviation or reservation. A m deviation or reservation is one (a) which affects in any substantial way the scope, qua performance of the Works; (b) which limits in any substantial way, inconsistent with the documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) rectification would affect unfairly the competitive position of other Tenderers pres substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and m subsequently be made responsive by correction or withdrawal of the nonconforming devia reservation.

## 20. Correction of errors

20.1 Tenders determined to be substantially responsive will be checked by the Employer f arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting multiplying the unit rate by the quantity, the unit rate as quoted will govern.

20.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the procedure for the correction of errors and, with the concurrence of the Tenderer, sh considered as binding upon the Tenderer. If the Tenderer does not accept the corrected a the Tender will be rejected, and the earnest money deposit may be forfeited in accordanc Sub-Clause 9.6 (b).

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**21. Evaluation and comparison of Tenders**

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 20; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

## F. Award of Contract

**22. Award criteria**

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

**23. Employer's right to accept any Tender and to reject any or all Tenders**

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

**24. Notification of award and signing of Agreement**

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**25. Security deposit**

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price :

- - Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- A Bank Guarantee in the form given in Section 10; or
- Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Project Division, Yelahanka Zone BBMP

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

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25.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

**26. Corrupt or Fraudulent practices**

26.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

Principal place of business: (Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2014-15 .....
2015-16.....
2016-17 .....
2017-18.....
2018-19.....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Description of Work | Contract Number | Value of contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

| Year | Name of | Name of | Quantity of work performed (cum)[3] | Remarks (Indicate |
|---|---|---|---|---|

[3] Items of work for which data is requested should tally with that specified in ITT Clause 3

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| | Work | Employer | | | | contract reference) |
|---|---|---|---|---|---|---|
| | | | Cement Concrete | Masonry | Earthworks | |
| 2014-15 | | | | | | |
| 2015-16 | | | | | | |
| 2016-17 | | | | | | |
| 2017-18 | | | | | | |
| 2018-19 | | | | | | |

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description Work | Place & State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to be completed (Rs. lakhs) (The contractor shall enclose/attach all the necessary certificates duly attested by the employer) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(B) Works for which Tenders already submitted:

| Description Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

| Item of Equipment | Requirement No. & Capacity {The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)} | Owned | Owned and available Number/ Capacity | Remarks |
|---|---|---|---|---|
| | | | | |
| | | | | |

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

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## BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financi standing. If the contract for this work, namely ..... (*name of the work*) awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contra price .

| Item of Work | Value of Sub-Contract | Identified Sub-Contractor (Name and address) | Experience of similar work (Attach certificates from the respective Employers.) |
|---|---|---|---|
| | | | |

1.12 Information on litigations in which the Tenderer is involved:

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

## SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

### Form of Tender

Description of the Works: **Restoration of Road cut portion due to laying UGD pipeline at proposed White Topping Road along 3rd A Cross Road,1st A Main Road and 16th I Cross Road in Ward No.04**

.....
*(To be filled in by the Employer before issue of the Tender document)*

**Tender**

To : .....

Address : .....
.....
*(To be filled in by the Employer before issue of the Tender document)*

GENTLEMEN,

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